

## **UTA Contract #24-038431PP**

### **MASTER POOL AGREEMENT FOR SUPPLEMENTAL SERVICES PILOT**

THIS MASTER SERVICE POOL AGREEMENT FOR GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the date of last signature below. (“Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and INNOVATIVE TRANSPORTATION SOLUTIONS, Inc., dba, THE DRIVER PROVIDER, a Corporation located at 549 W 500 S, Salt Lake City, UT 84101 (the “Contractor”).

#### **RECITALS**

WHEREAS, on May 24, 2024, UTA received competitive proposals to provide Master Service Agreements for Supplemental Services Pilot and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training, and documentation (the “Goods and Services”) according to the terms, conditions and specifications prepared by UTA in RFP 24-038431 (the “RFP”); and

WHEREAS, UTA wishes to establish a pool of transportation providers it may call upon to provide supplemental transportation services on a as-needed basis according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, the Innovative Transportation Solutions, Inc. dba, The Driver Provider Supplemental Services Pilot proposal dated May 24, 2024, submitted by the Contractor in response to the RFP (“Contractor’s Proposal”) was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

#### **AGREEMENT**

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

**1. GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor understands it is one of several transportation providers selected to be in UTA's supplemental transportation services pool and hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract). Contractor understands that services will be authorized by UTA's issuance of a service order and there is no guarantee of any minimum quantity of service orders.

**2. TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order method) during a three-year period expiring September 30, 2027, or until the conclusion of any outstanding service orders. UTA may, at its sole election and in its sole discretion, extend the initial term for up to two one-year options additional one-year option periods, for a total Contract period not to exceed FIVE (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

**3. COMPENSATION AND FEES**

UTA shall pay Contractor per the service orders issued in accordance with the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

**4. INCORPORATED DOCUMENTS**

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).
2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);

3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

**5. ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions
3. UTA Solicitation Terms
4. Contractor's Bid or Proposal including proposed terms or conditions

Any contractor proposed term or condition which is in conflict with a UTA contract or solicitation term, or condition will be deemed null and void.

**6. LAWS AND REGULATIONS**

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

**7. INSPECTION, DELIVERY AND TRANSFER OF TITLE**

a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.

a. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.

b. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described

in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract or be construed as acceptance by UTA.

c. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

## **8. INVOICING PROCEDURES**

a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:

- i. Contractor Name
- ii. Unique Invoice Number
- iii. PO Number
- iv. Invoice Date
- v. Detailed Description of Charges
- vi. Total Dollar Amount Due

b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to [ap@rideuta.com](mailto:ap@rideuta.com) . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's

accounting department.

c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

**9. WARRANTY OF GOODS AND SERVICES**

a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.

b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

c. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Goods or Services that are defective or in any way fail to conform to the Contract requirements.

d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement, or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.

e. The foregoing warranties are not intended as a limitation but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or

remedies UTA may otherwise have under the Contract.

**10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and consultants.

**11. GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnatee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

**12. INSURANCE REQUIREMENTS**

**Standard Insurance Requirements**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

	Combined Single Limit	
(CSL)	\$4,000,000	
Personal Injury Protection		\$5,000
Uninsured Motorist		\$25,000
Underinsured Motorist		\$1,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or

on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

**ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant’s assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

**NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority Agency Representative's Name & Address).

**ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an “A.M. Best” rating of not less than A-VII. The Utah Transit Authority in no way warrants that the

above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to [utahta@ebix.com](mailto:utahta@ebix.com) and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at [utahta@ebix.com](mailto:utahta@ebix.com). The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.**

**SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

**APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

**13. OTHER INDEMNITIES**

a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and

assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.

b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

**14. INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

**15. STANDARD OF CARE.**

Contractor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

**16. USE OF SUBCONTRACTORS**

- a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by subcontractors.
- e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws

**17. CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website [www.rideuta.com](http://www.rideuta.com). Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

**18. ASSIGNMENT OF CONTRACT**

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

**19. ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website [www.rideuta.com](http://www.rideuta.com). Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

**20. SUSPENSION OF WORK**

a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.

c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.

d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time and modify this Contract by Change Order.

**21. TERMINATION**

a. FOR CONVENIENCE: UTA shall have the right to terminate the Contract at any time by providing a 60 day written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and

subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

b. FOR DEFAULT: If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:

1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
3. Except to the extent limited by the Contract, pursue other remedies available at law.

c. CONTRACTOR'S POST TERMINATION OBLIGATIONS: Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

## **22. CHANGES**

a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

- A. In the Scope of Services;
- B. In the method or manner of performance of the Work; or

C. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.

c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

- a. The date, circumstances, and source of the change; and
- b. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Consultant must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Consultant's failure to provide timely written notice as provided above shall constitute a waiver of Consultant's rights with respect to such claim.

d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

**23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

**24. FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization,

or entity by Contractor without consent in writing from UTA. If confidential information is released to any third-party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate

mitigation of the breach for review and approval by UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
  - A. Information already in the public domain.
  - B. Information disclosed to Contractor by a third-party who is not under a confidentiality obligation.
  - C. Information developed by or in the custody of Contractor before entering into this Contract.
  - D. Information developed by Contractor through its work with other clients; and
  - E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

**25. PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

**26. PROJECT MANAGER**

UTA's Project Manager for the Contract is Shaina Quinn, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-2066.

**27. CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Pat Postell, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3060.

**28. CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

**29. NOTICES OR DEMANDS**

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered, personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:

Utah Transit Authority  
ATTN: Pat Postell  
669 West 200 South  
Salt Lake City, UT 84101  
[ppostell@rideuta.com](mailto:ppostell@rideuta.com)

If to Contractor:

Innovative Transportation Solutions  
Inc., dba, the Driver Provider  
ATTN: Kendra Kaplan  
549 W 500 S  
Salt Lake City, UT 84101  
[kendrak@driverprovider.com](mailto:kendrak@driverprovider.com)

b. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

**30. CLAIMS/DISPUTE RESOLUTION**

a. Claim” means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA’s Project Manager/Contractor’s Project Manager	Five calendar days
UTA’s Pat Postell/Contractor’s CFO	Five calendar days
UTA’s Troy Hamilton/Contractor’s CEO	Five calendar days

Unless otherwise directed by UTA’s Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

**31. GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

**32. COSTS AND ATTORNEY FEES.**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

**33. SEVERABILITY**

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

**34. AMENDMENTS**

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

**35. FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

**36. NO THIRD-PARTY BENEFICIARIES**

The parties enter into the Contract for the sole benefit of the parties, in exclusion of any third-party, and no third-party beneficiary is intended or created by the execution of the Contract.

**37. ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

**38. COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and

delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

**39. NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

**40. SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

**41. UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

**42. SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, and 40.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

**INNOVATIVE TRANSPORTATION SOLUTIONS, LLC., THE DRIVER**

**PROVIDER:**

DocuSigned by:

*Kendra Kaplan*

By 9D34799A6E4A6...

Kendra Kaplan

Name \_\_\_\_\_

Title es Manager

**UTAH TRANSIT AUTHORITY:**

By \_\_\_\_\_

Jay Fox

Executive Director

By \_\_\_\_\_

Nichol Bourdeaux

Chief Planning and Engagement

By \_\_\_\_\_

Hal Johnson

Director Innovative Mobility Solutions

By \_\_\_\_\_

Shaina Quinn

Program Manager Innovative Mobility Solutions

DocuSigned by:

*Mike Bell*

By 70E33A415BA44E6...

Mike Bell

UTA Legal Counsel

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **Scope of Work**

This contract establishes contractor as a member of UTAs supplemental transportation pool. No actual work may be performed until issuance of a service order by UTA. The service order will contain the specific scope of work as well as the pricing information based on the contractor's proposal. In general, contractor will provide UTA with services to plan, design, operate, and provide supplemental bus services throughout the UTA service area. For purposes of these agreements, the term "service" refers to supplemental services such as seasonal services, additional event services and planned State of Good Repair support services. The contractor will provide all services in specified in this agreement as an independent contractor under UTA oversight as specified, using key performance indicators such as safety, service quality, ridership, cost efficiency and other indicators. The contractor must provide all services in compliance with all applicable state and federal laws and regulations, including any regulations of the U.S. Department of Transportation (USDOT) Federal Transit Administration (FTA).

#### **2.1 Required Transportation Services**

The contractor is required to plan, design, operate, and continuously evaluate supplemental bus services and other innovative services as specified in this agreement or service order scopes of services. Service orders may include a full turn-key solution that supports all aspects of a service, including, but not limited to, vehicles, vehicle maintenance and cleaning, drivers, fuel or electric charging, and customer service support. The contractor may provide some service elements using subcontractors. The contractor will enforce all contractor requirements in this RFP and Scope of Services with such subcontractors. Any contractor requirement is assumed to apply to sub-contractors.

A critical supplemental service that will be required by service orders is the Bus Bridge. The Bus Bridge furnishes essential bus services tailored for both State of Good Repair (SGR) requirements and emergency situations. State of Good Repair services support scheduled construction and repair projects that require a diversion of regular, scheduled UTA services. SGR supplemental services will replace those regular, scheduled services and adhere to a predetermined schedule. The emergency supplemental services operate on an as-needed basis, ensuring swift and responsive assistance during unforeseen incidents. In the year 2023, UTA executed a total of seven SGR bus bridge services ranging from SGR service for one week to a little over a month duration for each SGR supplemental service. As an

example, 2024 SGR plan is attached to this report as Appendix 3. This information is an example and does not constitute the future requirement for SGR.

### **2.1.1 Service Implementation Plan**

- I. The contractor must develop a Service Implementation Plan (SIP) for the main contract and an SIP specific to each service order.
  - i. The Contract SIP must describe how the contractor plans to implement specific requirements of the contract that must be implemented (e.g., Safety Management Plan), with a schedule for such implementation.
  - ii. Each service order SIP must identify the essential elements required for implementation and operation of the required service, including schedule, span of service, fleet(s), special event and/holiday planning, etc.
  - iii. Each SIP must include implementation plan for the Continuous Improvement Process, as outlined in Section 2.1.12.
  - iv. Contract and service order SIPs will be considered “living documents” that will be changed from time to time as the contractor and/or UTA make changes to the operation, provided that UTA may determine that a certain magnitude of change may require a service order amendment or new service order.

### **2.1.2 Personnel**

- I. The contractor will provide all necessary personnel, including the following requirements:
  - i. Required personnel include but are not limited to drivers, mechanics, management and supervisory positions, administrative staff, analysts, customer service agents, project managers, and others required to successfully operate the service.
  - ii. The contractor will be solely responsible for payment of wages and benefits as well as for wrongful acts of its employees or subcontractors.
  - iii. The contractor will provide drivers with good customer service skills, who are qualified to serve people with disabilities with or without mobility devices.

- iv. The contractor must establish minimum standards and qualification requirements for drivers. Contractor will provide drivers with the required licenses, permits, and other credentials.
- v. The contractor must ensure that a Utah Bureau of Criminal Identification (BCI) background check is conducted on all drivers as part of driver recruitment.
- vi. The contractor must develop and implement a drug and alcohol testing program as required by this contract and in compliance with all state and federal laws and regulations. Such drug and alcohol testing program must include but not be limited to all applicable Federal Transit Administration (FTA) requirements on post incident/accident drug and alcohol testing, and reasonable suspicion drug and alcohol testing.
- vii. The contractor must provide all training required for the provision of safe and high-quality services, including vehicle operation and maintenance, supervision, management, and support services. Contractor must supply all necessary training with onboarding and develop and implement a plan for continuing training and recertification.
- viii. The contractor must ensure that all onboarding, other training, and other informational materials include all relevant current and future requirements by the State of Utah, Federal Transit Administration, Americans with Disabilities Act, Center for Disease Control and Prevention, etc.

### **2.1.3 Vehicles**

- I. The contractor will supply all revenue service vehicles, including the following requirements:
  - i. Traditional fuel and electric vehicles, as well as non-revenue vehicles required to support the service. All vehicles required for the service are the “service vehicles.”
  - ii. Assigned vehicles must meet ridership demand, service parameters, and perform safely in weather conditions common to the Wasatch Front Region as specified in each service order scope and service implementation plan (SIP).

- iii. The contractor must expand or reduce vehicles as required by this agreement, the service order scope, the SIP, or as the contractor and/or UTA and the contractor may agree to meet changes in service demand or expansion. Major changes to the fleet will be made through a service order modification or a new service order.
- iv. UTA will require contractor to provide Americans with Disabilities Act (ADA) compliant wheelchair accessible vehicles (WAV).
- v. The contractor must maintain the service vehicles in a state of good repair and capable of providing the required service at the required on-time performance as specified in this scope and agreement, SIP, and the service order scope.
- vi. The contractor must clean revenue service vehicles on a schedule to ensure customer health and safety as specified in the service order scope. The appearance of all UTA-branded vehicles must be maintained in a manner that supports public confidence in the contractor and UTA.
- vii. As identified within service orders, the contractor will authorize UTA or its contractor to install fare validators and all related equipment on the vehicles as required in a service order.
- viii. UTA may require certain vehicles and/or vehicle equipment or features for each service order. Such equipment or features may also be required as part of the continuous improvement process during the implementation of a service order. Such changes will be negotiated as specified in service orders. Such equipment or features may include but are not limited to:
  - Ability to accommodate child seats, strollers, service animals, bicycles, winter sport equipment, other passenger cargo, etc.
  - Electric vehicle fleets.
  - Advanced Driver Assistance Systems (ADAS).
  - Automated and autonomous vehicles.
  - Vehicles equipped with video cameras.
  - Transit signal priority vehicle communication.
  - Development of software for reserved seating.

- UTA Computer and Fare Validator.
- UTA Router.

*UTA Computer and Fare Validator*



*UTA Router*



#### **2.1.4 Customer Support Services**

- I. The contractor will provide, manage, and document customer feedback and lost and found services as specified in the approved service implementation plan. UTA may provide support through the UTA Customer Service Department as specified for each service order or as required from time to time.

### **2.1.5 Regulations and Compliance**

- I. The contractor must provide all services in compliance with all applicable state and federal laws and regulations, including any regulations of U.S. Department of Transportation (USDOT) Federal Transit Administration (FTA) and Title VI and Americans with Disabilities Act (ADA) regulations.
- II. Applicable UTA policies will be identified in each service order scope and service implementation plan (SIP) except that all service orders must implement policies to allow transportation of minors traveling with or without an adult as per UTA policy, and with required car seats as per state law.

### **2.1.6 Operating Plans and Policies**

- I. The contractor must develop a service implementation plan (SIP) for this contract and submit to UTA for approval. The contractor must incorporate any UTA comments and revisions to the SIP for UTA approval. Contractor must develop a SIP as required by each service order scope of services.
- II. The contractor must develop and provide upon request standard operating procedures, safety plans and procedures, and other plans and procedures that will be used or developed for the service.
- III. The contractor must provide any and all bus service planning, operations, and support that are required to support the UTA services the contractor operates under this contract.

### **2.1.7 Marketing and Communications**

- I. UTA is responsible for the development and implementation of a marketing strategy and plan, customer acquisition plan, and any related marketing collateral with the following limitations and potential opportunities:
  - i. The contractor must use only approved marketing material for the service.
  - ii. The contractor will work with UTA on promotional and marketing efforts under general strategy.

- iii. UTA anticipates co-branding the program such as “UTA Partner” or “Operated in partnership with UTA”.
- iv. The service vehicles are to be co-branded with the UTA logo in addition to the contractor’s logo. The contractor will purchase temporary UTA vehicle branding materials (i.e., UTA logo decals or magnets) from UTA’s signage vendor. The branding materials will be placed in visible locations on the exterior of the vehicle. The branding materials must be applied whenever the vehicle is in or available for UTA service. The material must be removed when the vehicle is in or assigned to non-UTA service.
- v. UTA may provide a UTA-branded vehicle wrap if the contractor prefers to dedicate vehicles to the service, as specified in each service order scope of services.

### **2.1.8 Fare Collection**

- I. Fare collection, as applicable, will be conducted as follows:
  - i. Fare payment will take place off-board, in advance of the trip using a standard UTA payment method (Transit Mobile App, ECO/ED passes, FAREPAY, and Paper passes).
  - ii. UTA shall own all revenue from service fares (“farebox revenue”).
  - iii. The contractor will not collect cash from customers.
  - iv. The contractor will use UTA fare validators on its revenue service vehicles.
  - v. UTA will maintain fare validation equipment. The contractor will be responsible for reporting any validation equipment defects to UTA as specified in the service implementation plan.

### **2.1.9 Safety**

- I. Safety Management System:
  - i. The contractor must develop a documented Safety Management System (SMS) for this contract or amend an existing SMS to reflect this contract, that reflects a strong commitment to the safety of passengers, employees, and the public. The SMS shall be based on continuous improvement and demonstrate a proactive approach to identifying and mitigating safety risks. The contractor will make the SMS

documentation available to UTA upon request. Required SMS Documentation includes:

- Safety Policy: A clearly defined policy statement from senior management regarding the contractor's commitment to safety.
  - Risk Management Process: A detailed description of the process for identifying, assessing, and mitigating safety risks associated with all aspects of transit operations.
- ii. Safety Management System must include Safety Assurance Programs for ensuring safe operations, including procedures for:
- Vehicle maintenance and inspection
  - Driver training and qualification
  - Accident/incident reporting and investigation
  - Emergency preparedness and response
- iii. Safety Management System must include an SMS Implementation and Communication Plan that includes the following:
- Training programs for all personnel on the principles and practices of the SMS.
  - A clear communication plan for disseminating safety information to all employees.
  - The contractor must provide all necessary safety reminders for UTA services throughout the term of this contract. A process for employees to report safety concerns without fear of reprisal.

### **2.1.10 Reporting of Accidents or Incidents**

The contractor shall immediately report to UTA all incidents or accidents that are investigated by a local authority having jurisdiction. The contractor will report these incidents or accidents by first calling the Project Manager and forwarding the Project Manager copies of any police reports related to accidents/incidents.

The contractor shall document any difficulties experienced in transporting riders, whether related to safety, behavior, hygiene, wrong mobility aid, driver manifest, fare dispute, system issues, or other reasons.

### **2.1.11 Continuous Improvement Process**

- I. The contractor will work with UTA to develop lessons learned and other potential improvements from customer, UTA, employee, and other stakeholder feedback that will improve the safety and/or quality of the service in a Continuous Improvement Process (CIP). The contractor must work with UTA to implement such improvements as soon as reasonably possible. The requirement to work with UTA on continuous improvement does not change the contractor's obligation to mitigate hazards or critical service defects immediately. In addition to compliance with all applicable laws and regulations, the contractor will work with UTA to advance access to opportunities and improve transportation equity by continually reviewing service delivery, ridership, and community feedback.
- II. The contractor must comply with the continuous improvement process requirements as specified in the service implementation plan, service order scope of services, and listed below:
  - i. Quarterly continuous improvement process meetings with UTA to optimize safety and service quality.
  - ii. Documentation of metrics specified by UTA in the service order scope.
  - iii. Accident and incident reports, root cause analysis, and corrective/preventive action plans to focus on continuous improvement of safety.
  - iv. Documentation of on-time performance and root cause analysis and corrective/preventive action plans to optimize service quality.
  - v. Documentation of customer, employee, and other feedback.
  - vi. Develop additional metrics that support the evaluation of service.

## **2.2 Management, Administration and Support Services**

### **2.2.1 Project Management and Support**

- I. The contractor must provide qualified staff at levels sufficient to provide safe and high-quality service or as specified in the contract and service order scope/ SIP, including:
  - i. Project management team and support.
  - ii. Customer service support.

- iii. Data analytics support.
- iv. Marketing and communications services and support.
- v. Other support, as necessary.

## II. Contractor Coordination

- i. The contractor must coordinate, and interface as required with stakeholders, businesses, and other entities in the normal course of business and during emergency and other unique but foreseeable occurrences. Such coordination and interface is required with other contractors who may be providing UTA supplemental services to ensure seamless integration of supplemental services and optimal utilization of resources. Such coordination includes, but is not limited to, sharing information, coordinating schedules, and collaborating on joint initiatives or projects.
- ii. The contractor shall adhere to any guidelines, protocols, or procedures established by UTA for the effective functioning of the services. The contractor must maintain effective and responsive communication with UTA and other contractors to facilitate efficient operations and resolve any issues or concerns that may arise.

### 2.2.2 Metrics

- I. UTA will determine the metrics, if any, that will be used to evaluate service for each service order. Metrics for each service order may be required by the scope or may be developed during the service order. Metrics will be used in the Continuous Improvement Process. Such metrics may include but are not limited to those listed below:
  - i. Service Metrics:
    - Standard National Transit Database (NTD) data
    - Boardings (ridership)
    - Number of customers per vehicle hour (utilization)
    - Percent of trips to/from transit hubs (geofenced)
    - Number of vehicles in service by vehicle type

- Vehicle occupancy
  - Other service metrics relevant to UTA contracted services, such as miles between accidents, avoidable vs. non-avoidable accidents, miles between breakdowns, customer complaints, etc.
- ii. Customer Experience Metrics:
- On-time performance
  - Customer satisfaction rating
  - Usage of various UTA fare products
  - Equivalent service for customers requiring WAVs
  - Usage of WAVs or other accessible mobility options
  - Customer service performance targets
  - Trip characteristics such as boarding time stamp, origin, and travel distance
- iii. Economic Metrics:
- Cost per rider
  - Cost per hour
  - Cost per vehicle-hour
  - Cost per vehicle
  - Cost per mile

### **2.2.3 Metrics Baseline**

- I. UTA may provide the contractor with benchmarking of existing conditions prior to initiation of service order. The benchmarking process may be included in the service order scope. UTA will determine, in consultation with the contractor, how metrics should be collected and reported to UTA monthly. Such report may include proposed changes to service arising from metrics reported.

### **2.2.4 Data Management**

- I. UTA will have full access and will own all data associated with the service to shape strategic planning efforts. The exact data requirements will be determined prior to service launch and may be updated as part of the Continuous Improvement Process.

i. Data Access and Reporting Requirements

- All data, data structures, and the Entity-Relationship Diagram (ERD) must be accessible at no additional cost.
- Data must be maintained with consistent fields with an established data dictionary.
- Data access should be achieved through one or more of the following:
  - API Calls
  - Direct data download
  - Scheduled data download service
- The contractor must provide all of the following services:
  - An online reporting portal
  - Dashboards
  - Auto-generated reporting capabilities
- Data shall be made available in a manner that protects user privacy. The vendor shall notify UTA and customers of any data breach, privacy violations, and/or other incidents within thirty (30) days of the event.

**2.2.5 UTA Support**

- I. A summary of what UTA may provide to support the operations of services in this contract follows:
- i. Marketing support as defined in Section 2.1.8. Marketing and Communications.
  - ii. Public sector engagement with local governments and non-profits. UTA may request contractor assistance from time to time.
  - iii. Private sector engagement with business partners, large employers, etc. UTA may request contractor assistance from time to time.
  - iv. Public relations, community outreach, and communications support. UTA may request contractor assistance from time to time.
  - v. UTA may provide curb space at UTA transit hubs as available.
  - vi. Wayfinding signage at UTA transit hubs.
  - vii. Guidance on regulatory compliance.

- Guidance on ADA requirements and serving customers with disabilities. UTA will provide access to an ADA or Title VI compliance staff member for mediation of issues and compliance guidance.
- viii. UTA Police support available upon request of the local Police Department.
- ix. Customer service support as needed.

### **2.3 Service Order Amendments and Future Service Orders**

- I. As UTA identifies new service needs and opportunities, UTA will request the contractor to develop a scope and estimate for the identified service. If the UTA has executed more than one contract for supplemental services, UTA may request a scope and estimate from more than one contractor. The service order may be negotiated and executed with one or more contractors based on availability, expertise, and other relevant factors determined by UTA.

During each service order implementation, UTA intends to work with the contractor to continuously improve service and to approve changes to the Service Implementation Plan that implement such improvement within the scope of the service order. If UTA determines that significant changes in service levels and/or other elements of the service order are required, UTA may negotiate a service order amendment or a new service order.

### **2.4 Contract Incentives and Penalties**

- I. UTA may include in a service order scope provisions for contractor-earned incentives and/or incurring penalties to improve service levels and quality.
  - i. Incentives - UTA may develop financial incentives for achieving certain levels or quality of service.
  - ii. Penalties - UTA may develop financial penalties for certain levels or quality of service.
- II. Incentives or penalties may be based on:
  - i. Key Performance Indicators (KPIs) such as on-time performance, dropped trips, missed service days (i.e., failure to provide service on any given day), miles between road calls, and mechanical failures.
  - ii. Revenue Sharing

- iii. Cost Efficiency
- iv. Encouraging Innovation that may lead to creative solutions that benefit users and UTA.
- v. Partnership Benefits including collaborative agreements may lead to innovative practices, such as enhancing the passenger experience.

## EXHIBIT B – PRICING

### INNOVATIVE TRANSPORTATION SOLUTIONS, INC., dba, THE DRIVER PROVIDER

- 1. Total Not-To-Exceed Amount:** The total aggregate amount payable by UTA under this contract, collectively for all contractors in the pool, shall not exceed \$30,000,000 (the "Total Not-To-Exceed Amount") over the entire period of performance. This total NTE amount shall decrease with each payment to a Consultant within the Pool.
- 2. Pricing:** Pricing with a no-to-exceed amount will be negotiated in each individual Service Order based on the pricing offered in contractor's proposal. Subsequent years' service charges, including option years, will be increased by the percentage increase in the Consumer Price Index of the Mountain Division issued by the Bureau of Labor Statistics for the complete calendar year preceding the service season unless UTA determines that the service order must be amended, or a new service order negotiated. Pricing provided for Service Order 2 will service as the basis for subsequent service orders.

### APPENDIX 3 – SGR SCHEDULE FOR 2024

#### SGR Schedule for 2024

Project	Dates	Bus Bridge Limits
Murray Team Track Frog Repair	1/21/2024	NONE
5600 W. Destress	3/29-3/31/2024	4800 W. - Daybreak Parkway
Sugar Interlocking	5/12-5/18/2024	Midvale Center - Fashion Place West
7200 S. Grade Crossing	5/22-5/27/2024	Midvale Center - Fashion Place West
5900 S. Grade Crossing	6/9-6/12/2024	Fashion Place West - Murray Central
3900 S. Grade Crossing	6/15-6/18/2024	Murray Central - Millcreek
Central Ave	6/30-7/2/2024	Murray Central - Meadowbrook
1700/1300 S. Grade Crossing	7/10-7/17/2024	Central Pointe - 900 S.
Union Interlocking/300 W.	8/10-8/15/2024	Millcreek, Rivertrail - Central Pointe
Parkway Ave	8/23-8/25/2024	Redwood Junction - Central Pointe
9400 S. Grade Crossing	9/8-9/13/2024	Crescent View - Historic Sandy
9000 S. Grade Crossing	10/8-10/13/2024	Sandy Expo - Midvale Center